



Board of Trustees  
**SPECIAL MEETING**  
Thursday, May 12, 2022, 4:30 p.m.

**AGENDA**

*[A] denotes an action item; [D] denotes a discussion item; [I] denotes an information item*

- 1) Call to Order & Pledge of Allegiance
- 2) Roll Call
- 3) Agenda Approval [A]
- 4) Executive Session [A]
  - a. Pursuant to C.R.S. 24-6-402(4)(f): *Personnel matters*  
Topic: Town Administrator Contract  
  
And:
    - b. Pursuant to C.R.S. 24-6-402(4)(e)(I): *Determining positions relative to matters that may be subject to negotiations*  
Topic: Town Administrator Contract
- 5) Reconvene Special Meeting
- 6) Adjourn

# Town of Cedaredge Town Administrator Employment Agreement

Introduction .....	1
Section 1: Term .....	1
Section 2: Duties and Authority .....	2
Section 3: Compensation .....	2
Section 4: Health and Welfare Benefits .....	2
Section 5: Paid Time Off - PTO.....	2
Section 6: Automobile/Cell Phone .....	2
Section 7: Retirement Benefits.....	3
Section 8: General Business Expenses.....	3
Section 9: Termination.....	3
Section 10: Severance.....	4
Section 11: Resignation.....	5
Section 12: Performance Evaluation.....	5
Section 13: Hours of Work.....	5
Section 14: Outside Activities .....	5
Section 15: Indemnification.....	6
Section 16: Other Terms and Conditions of Employment .....	6
Section 17: Notices.....	6
Section 18: General Provisions .....	6

## Introduction

This Agreement, made and entered into this 5<sup>th</sup> day of May, 2022, by and between the TOWN OF CEDAREDDGE, Delta County, Colorado, a municipal corporation (hereinafter called "The Town"), and KAMI COLLINS (hereinafter called "Administrator"), an individual who has the education, training, and experience in local government management to perform the duties required herein and in accordance with the attached job description as Exhibit 1 and who is hereby subject to the ethical rules found in Cedaredge Home Rule Charter Section 1-6 that references the Colorado Code of Ethics, C.R.S. 24- 18-101, et seq., and the International City/County Management Association (ICMA) Code of Ethics, both of whom agree as follows:

## Section 1: Term

The term of this Agreement shall be from the date first listed above until such time as it is terminated in accordance with § 9 or 11. This Agreement shall be revisited annually together with the Performance Evaluation referred to in § 12. Nothing in this agreement shall be construed as creating a multiple fiscal year obligation on the part of the Town within the meaning of Colorado Constitution Article X, Section 20.

## **Section 2: Duties and Authority**

The Town agrees to employ Administrator to perform the functions and duties specified in § 3-1 and other provisions of the Cedaredge Home Rule Charter, and as set forth in the Cedaredge Municipal Code, Town Ordinances, and Colorado Revised Statutes. Administrator shall perform other legally permissible and proper duties and functions as directed by official acts of the Town.

## **Section 3: Compensation**

A. Base Salary. The Town agrees to pay Administrator an annual base salary of \$87,000, payable in biweekly installments (every 2 weeks being a "pay period"). Upon obtaining a master's degree in public administration, Administrator will be moved to step 4 on the wage scale step program adopted by the Town Trustees.

B. Annual Salary Review. The Town shall review the compensation of the Administrator following the performance evaluation referred to in § 12, below, and the compensation of the Administrator, dependent upon the results of that performance evaluation, may then be increased as the Town deems appropriate. The decision to increase or not increase the compensation of Administrator is solely within the discretion of the Town. Increased compensation can be in the form of a salary increase, bonus, or both.

## **Section 4: Health and Welfare Benefits**

A. Health and Welfare. The Town agrees to provide the Administrator with, and pay for, insurance policies for life, health, dental, vision, and disability on the same basis and in the same amounts as the Town provides said health and welfare benefits to other Employees.

## **Section 5: Paid Time Off - PTO**

A. Rate of Accrual. Upon execution of this agreement, accrued Vacation, Sick and Premium Leave Time shall be converted to PTO. Administrator shall begin to accrue 10 hours PTO at each payroll period following the mutual execution of this agreement. Administrator will also receive the benefit of the Town's official holidays.

B. Accrual Limits. The Administrator is entitled to accrue all unused PTO with an annual year end carryover of 240 hours; and, in the event the Administrator's employment is terminated, either voluntarily or involuntarily, the Administrator shall be compensated for all accrued leave up to 240 hours.

## **Section 6: Automobile/Cell Phone**

The Town agrees to pay to the Administrator, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of \$100 per pay period for automobile and cell phone allowance. The pay period allowance may be increased annually, solely within the discretion of the Town.

A. Automobile. The Administrator shall purchase, lease, or own, operate and maintain a vehicle. The Administrator shall be responsible for paying for liability, property damage,

and comprehensive insurance coverage upon such vehicle, must list the Town as an additional insured on such insurance and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and replacement of said vehicle. The Town shall reimburse the Administrator at the IRS standard mileage rate for any business use of the vehicle beyond the greater Cedaredge area. For purposes of this § 6, use of the car within the greater Cedaredge area is defined as travel to locations within a 75-mile radius of the Cedaredge Town Hall.

B. Cell Phone. Administrator shall purchase, lease, or own, operate and maintain a cell phone.

## **Section 7: Retirement Benefits**

A. 401(a) Plan. The Town agrees to enroll the Administrator into the Town's qualified 401(a) defined contribution plan offered through CCOERA for the Administrator to which the Town shall contribute 6% of gross salary per pay period.

## **Section 8: General Business Expenses**

A. Dues and Subscriptions. The Town agrees to budget for and to pay for professional dues and subscriptions of the Administrator necessary for continuation and full participation national, regional, state, and local associations, and organizations necessary and desirable for the Administrator's continued professional participation, growth, and advancement, and for the good of the Town.

B. Travel Expenses. The Town agrees to budget for and to pay for travel and subsistence expenses incurred by Administrator, for professional and official travel, meetings, and occasions to adequately continue the professional development of Administrator and to pursue necessary official functions for the Town, as determined by the Town during the annual budgeting process. The Town also agrees to budget for and to pay for travel and subsistence expenses of Administrator for short courses, institutes, and seminars that are necessary for the Administrator's professional development and for the good of the Town.

C. Adequate Technology. The Town shall provide the Administrator with adequate technology required for the Administrator to perform the job and to maintain communication, as determined by the Town during the annual budgeting process.

## **Section 9: Termination**

The parties may terminate the contract under the following circumstances:

A. A breach of contract is declared by either party with a 30-day cure period. Written notice of a breach of contract shall be provided in accordance with the provisions of § 18.

B. The majority of the governing body votes to terminate the Administrator at a properly posted and duly authorized public meeting.

C. The Administrator terminates this contract by voluntary resignation of his position with a minimum of 45 days' notice given unless the parties agree to a shorter notice.

D. If a Member of the Board of Trustees breaches the Code of Ethics (Section 1-16, Cedaredge Home Rule Charter), and the breach is not remedied by the Board of Trustees to the satisfaction of the Town Attorney within 60 days of notice of the breach to Town Attorney by the Administrator in writing, Administrator may terminate the contract with a minimum of 45 days' notice given unless the parties agree to a shorter notice period.

E. If the Town reduces the base salary, compensation, or any other financial benefit of the Administrator, unless it is applied in no greater percentage than the average reduction of all department heads, Administrator may terminate the contract without notice.

F. If the Town, citizens, or legislature acts to amend any provisions of the Town Home Rule Charter or Municipal Code pertaining to the role, powers, duties, authority, and/or responsibilities of the Administrator's position that substantially changes the form of government, Administrator may terminate the contract without notice.

## **Section 10: Severance**

A. Severance. Severance shall be paid to the Administrator when employment contract is terminated for the following reasons:

1. Uncured breach of the contract by the Town as defined in § 9, paragraph A.
2. Termination of the contract without cause by a majority vote of the Board of Trustees as provided in § 9 paragraph B; "without cause" defined as termination for reasons not related to poor performance or behavior or for causes set forth in paragraph D below.
3. Voluntary termination of the contract by the Administrator under the conditions described in § 9, paragraphs D E, and F.

B. Payment Amount. If the employment contract is terminated for the reasons set forth above, the Town shall provide no less than a minimum severance payment equal to all compensation (including salary, accrued leave, car allowance, and the health and retirement contributions) that would have been due or accrued during a period of six (6) months. Any severance shall be paid in a lump sum within 30 days unless otherwise agreed to by the Town and Administrator.

C. Cooling Off Period. If the Administrator is terminated for any reason set forth in subsection A above, during the six (6) month period immediately following the swearing in of a newly elected Board of Trustee member, the severance due under this § 10 is doubled.

D. Felony or Ethical Dismissal. the Town is not obligated to pay severance under this § 10, if the Administrator is terminated because of:

1. a conviction of a felony,
2. the Administrator breaches the Home Rule Charter Section 1-6 that references Colorado Code of Ethics, C.R.S. 24-18-101, et. Seq., or ICMA Code of Ethics and the breach is not remedied by the Administrator to the satisfaction of the Town Attorney within thirty (30) days of notice of the breach by the Town Board of Trustees in writing,
3. the Administrator's job performance constitutes gross negligence.

## **Section 11: Resignation**

If the Administrator voluntarily resigns their position with the Town, the Administrator shall provide a minimum of 45 days' notice unless the parties agree otherwise and shall not be entitled to any severance.

## **Section 12: Performance Evaluation**

The Town shall no less than annually review the performance of the Administrator (typically in December) subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Town and Administrator. The process at a minimum shall include the opportunity for both parties to:

- A. prepare a written evaluation,
- B. meet and discuss the evaluation, and
- C. present a written summary of the evaluation results.

The final written evaluation should be completed and delivered to the Administrator within 30 days of the evaluation meeting.

## **Section 13: Hours of Work**

It is recognized that the Administrator must devote a great deal of time outside the normal office hours on business for the Town, and to that end the Administrator shall be allowed to establish an appropriate work schedule. The Town Administrator position is a salaried position.

## **Section 14: Outside Activities**

The employment provided for by this Agreement shall be the Administrator's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Town and the community, the Administrator may elect to accept limited teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his responsibilities under this Agreement.

## **Section 15: Indemnification**

The Administrator shall be defended and indemnified in his actions undertaken in his or her official capacity pursuant to all insurance coverages maintained by the Town and pursuant to the terms of the Colorado Governmental Immunity Act. The Administrator shall, however, not be indemnified for any act or omission that is willful or wanton as those terms are defined under the Colorado Governmental Immunity Act.

## **Section 16: Other Terms and Conditions of Employment**

The Town, only upon agreement with the Administrator, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Administrator, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the Town of Cedaredge Home Rule Charter, Cedaredge Municipal Code, or any other law.

## **Section 17: Notices**

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

The Town:           Cedaredge Mayor  
                          P.O. Box 398  
                          Cedaredge, CO 81413

Administrator:    Kami Collins  
                          1516 Guston St  
                          Delta, CO 81416

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice with the United States Postal Service.

## **Section 18: General Provisions**

A. Integration. This Agreement sets forth and establishes the entire understanding between the Town and the Administrator relating to the employment of the Administrator by the Town. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement but shall be effective only if executed in writing.

B. Binding Effect. This Agreement shall be binding on the Town and the Administrator as well as their heirs, assigns, executors, personal representatives, and successors in interest.

C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties after the expungement or judicial modification of the invalid provision.

D. Personnel Handbook. The Personnel Handbook, amended and approved by the Town Trustees from time to time, shall apply to the Town Administrator to the extent the terms do not conflict with this Agreement.

In witness whereof, the undersigned parties have executed this Agreement as of the date first set forth above.

TOWN OF CEDAREEDGE

TOWN ADMINISTRATOR

\_\_\_\_\_  
Richard L. Udd, Mayor

\_\_\_\_\_  
Kami Collins

ATTEST:

\_\_\_\_\_  
By Town Clerk, by and through Deputy  
Town Clerk, Jess Shelton



## **Town Administrator**

**Status:** Exempt

**General statement of duties:** The Town Administrator is appointed by the Board of Trustees and exercises the direction, coordination, and control of the overall administration of the affairs and departments of the Town. The Administrator is responsible for the efficient, effective and impartial application and enforcement of all laws, ordinances, resolutions and bylaws of the Town. The Town Administrator operates with a minimum of direct supervision and is expected to exhibit a high degree of independence and integrity.

**Immediate Supervisor:** Board of Trustees

**Supervision received:** Receives general direction from the Board of Trustees but will have a wide latitude for the exercise of initiative and judgment in the discharge of duties with full responsibility for those duties. Work is reviewed from the standpoint of general effectiveness in accomplishing objectives.

**Supervision exercised:** Supervises all Department Heads and Town Staff.

**Specific duties and responsibilities:** The following are illustrative only and are not all-inclusive.

- Oversees financial management of the Town.
- Serves as Personnel Director for the Town, including recruiting, hiring, evaluating and directing Town Staff.
- Attends Board of Trustee and Planning & Zoning Commission meetings in an advisory capacity. Prepares and provides supporting documents and information pertinent to agenda items. Supports the various volunteer Boards and Commissions.
- Prepares budget proposals for the Board annually.
- Administers the Town budget after adoption and keeps the Board advised of the overall financial condition and future needs of the town, making suggestions and recommendations as needed.
- Supervises and directs various town services to solve operational and administrative concerns.
- Implements and develops procedures that execute policies adopted by the Board and ensures adherence to the procedures by Town employees and consultants.
- Directs and coordinates major capital projects, including funding.

- Coordinates with the Mayor regarding citizen complaints.
- Responds to citizen requests personally, delegates to the appropriate staff or involves the Mayor, based on the degree of request.
- Maintains sound positive public relations between the Town and its citizens; between the Town and other governmental agencies and between the various boards and commissions that make up the Town Government.
- Provide Town Board with regular reports of town projects.
- Keep abreast of current trends in the field of municipal management.

The above are critical responsibilities of the Administrator. The job description is subject to change at any time due to reasonable accommodation or other reasons. Other duties and responsibilities may be assigned by the Board of Trustees at any time.

**Required knowledge, skills and abilities:**

- Knowledge of municipal management, municipal government programs, community problems, and decision-making processes.
- Knowledge of municipal organization, personnel management, finance and policy
- Ability to plan, supervise and direct the work of others.
- Ability to analyze a variety of fiscal problems and make appropriate recommendations.
- Ability to maintain effective working relationships with the Board of Trustees, Town Staff and the public.
- Ability to communicate effectively, both orally and in writing.

**Required education and experience:**

- Bachelor's degree in business, public administration or a related field. Master degree preferred.
- At least three year's management experience in a municipal/public administration or aggressive business environment, including at least two years' experience preferably in a similar function in municipal or county government.